

*Wellness Ridge  
Community Development District*

*Agenda*

*April 23, 2025*

# AGENDA

# *Wellness Ridge*

## *Community Development District*

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219 E. Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

April 16, 2025

Board of Supervisors  
Wellness Ridge Community  
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Wellness Ridge Community Development District will be held **Wednesday, April 23, 2025 at 10:30 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.** Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
  - A. Acceptance of Resignation of Lane Register and Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2026
  - B. Administration of Oath of Office to the Newly Appointed Board Member
  - C. Election of Officers
  - D. Consideration of Resolution 2025-06 Electing Officers
4. Approval of Minutes of the February 26, 2025 Meeting
5. Consideration of Interlocal Agreement with City of Clermont Regarding the Funding, Operation and Maintenance of Improvements Along Roadway Tracts
6. Ratification of Series 2023 Requisition #4
7. Staff Reports
  - A. Attorney
  - B. Engineer
    - i. Discussion of Pending Plat Conveyances
    - ii. Status of Permit Transfers
    - iii. Status of Construction Funds & Requisitions
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
  - D. Field Manager's Report
8. Other Business
9. Supervisor's Requests
10. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

*George S. Flint*

George S. Flint  
District Manager

Cc: Jan Carpenter, District Counsel  
John Prowell, District Engineer

Enclosures

## SECTION III

# SECTION A

**From:** Stacie Vanderbilt svanderbilt@gmscfl.com  
**Subject:** Fwd: Wellness CDD Resignation  
**Date:** March 27, 2025 at 3:44 PM  
**To:**

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Begin forwarded message:

**From:** Lane Register <[Lane.Register@Lennar.com](mailto:Lane.Register@Lennar.com)>  
**Subject:** Wellness CDD Resignation  
**Date:** March 27, 2025 at 10:59:23 AM EDT  
**To:** George Flint <[gflint@gmscfl.com](mailto:gflint@gmscfl.com)>  
**Cc:** Jay Lazarovich <[jlazarovich@lathamluna.com](mailto:jlazarovich@lathamluna.com)>, Kristen Trucco <[ktrucco@lathamluna.com](mailto:ktrucco@lathamluna.com)>

George,

Please consider this email as my resignation from the Wellness CDD Board effective immediately.

Please let me know if you have any questions.

Lane Register  
Lennar Orlando

6675 Westwood Blvd, 5th Floor  
Orlando, FL 32821

# SECTION D

**RESOLUTION 2025-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT  
ELECTING THE OFFICERS OF THE DISTRICT AND  
PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Wellness Ridge Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE WELLNESS RIDGE COMMUNITY  
DEVELOPMENT DISTRICT:**

**Section 1.** \_\_\_\_\_ is elected Chairperson.

**Section 2.** \_\_\_\_\_ is elected Vice-Chairperson.

**Section 3.** \_\_\_\_\_ is elected Secretary.

**Section 4.** \_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.

**Section 5.** \_\_\_\_\_ is elected Treasurer.

**Section 6.** \_\_\_\_\_ is elected Assistant Treasurer.  
\_\_\_\_\_ is elected Assistant Treasurer.

**Section 7.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 23<sup>rd</sup> day of April, 2025.

**ATTEST:**

**WELLNESS RIDGE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice-Chairperson

# MINUTES

MINUTES OF MEETING  
WELLNESS RIDGE  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Wellness Ridge Community Development District was held Wednesday, February 26, 2025 at 10:30 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.

Present and constituting a quorum were:

Adam Morgan	Chairman
Rob Bonin <i>by phone</i>	Vice Chairman
Brent Kewley	Assistant Secretary
Christopher Forbes	Assistant Secretary

Also present were:

George Flint	District Manager
Jay Lazarovich	District Counsel
John Prowell <i>by phone</i>	District Engineer
Alan Scheerer	Field Manager

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comment**

There being no comments, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the January 22, 2025 Meeting**

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the minutes of the January 22, 2025 meeting were approved as presented.
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**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-05  
Authorizing Petition to be Filed to Expand the  
District Boundaries**

Mr. Lazarovich: We received a request from the developer that there is an additional parcel of land to be brought into the CDD boundary. This resolution authorizes us to draft the expansion petition and the necessary documents to submit the request to the city. There is a funding agreement with the developer to fund Counsel, Engineer and other fees related to this expansion that has been fully executed.

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor Resolution 2025-05 Authorizing Petition to be Filed to Expand the District Boundaries was approved and the funding agreement with the developer was ratified.

## **FIFTH ORDER OF BUSINESS**

### **Consideration of Proposal for Irrigation Rate Study**

Mr. Flint: It is contemplated that the District is going to operate an irrigation utility, which includes the groundwater wells. Currently the irrigation line is jumpered with potable water from the City of Clermont and the plan is that jumper will be severed, and irrigation will be provided by groundwater wells. To the extent funds are available we pay all or a portion of this out of the construction account.

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the Proposal from Willdan for an Irrigation Rate Study in the amount of \$15,000 was approved.

Mr. Flint: This proposal will be an exhibit to a form of agreement to be prepared by Counsel.

## **SIXTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

##### **i. Discussion of Interlocal Agreement with City of Clermont**

Mr. Lazarovich: The city reached out to us regarding an interlocal agreement that is referenced in the establishment petition. It notes that the CDD or the HOA would take care of parkway and sidewalks. The city is responsible for the roadway curb to curb. We requested a map so that we can attach it to the agreement and we have a form agreement we can start working on. The county maintains Wellness Way the city maintains the other roadways. The HOA has one roadway that is closed off.

Mr. Forbes: The alleyways are CDD owned. They want us to maintain from the sidewalk in?

Mr. Flint: The city maintains the infrastructure curb to curb, the CDD maintains the landscaping and they want us to maintain the sidewalk.

**B. Engineer**

Mr. Prowell: We are getting the requisition out for Phase 2. We are breaking out the gated part of 2A. The improvements for all of 2A and 2B are complete and we are processing final certification and completion, record drawings and things like that. Everything that is in the ground has been completed and we should be able to continue with that transfer with bill of sale.

Mr. Flint: In the interlocal agreement there was some discussion about whether the HOA would be responsible for the sidewalks or the CDD and I think the planning was Ridge as the HOA from an ownership and maintenance standpoint was limited to the amenity facility so I don't know that it makes sense for the HOA to have the sidewalk responsibility but I want to make sure the Board agrees that the CDD not volunteering for additional responsibility but it makes sense the sidewalks would be CDD. We own the alleys, we are another government entity, the roads are public roads. There is a multitude of reasons why it would make sense that the CDD is the entity. Does the plat contemplate that the CDD is the entity?

Mr. Lazarovich: I would have to confirm. I think some of them do list the CDD.

Mr. Flint: Is there any reason the HOA would be the maintenance entity for the sidewalks that you are aware of?

Mr. Morgan: I would have to look at the plat and dec. Whatever staff and Counsel feels is the way we need to go, make it happen.

Mr. Scheerer: Phase 2 plat landscaping including trees and parkways located in the right of ways in front of lots be maintained by the HOA. Sidewalks located within the rights of ways will be maintained by the CDD, plat note #15. The trees are all HOA and the sidewalks are CDD.

**i. Discussion of Pending Plat Conveyances**

**ii. Status of Permit Transfers**

**iii. Status of Construction Funds & Requisitions**

Mr. Flint: There is nothing pending as to the construction account.

**C. District Manager's Report**

**i. Approval of Check Register**

Mr. Flint presented the check register from November 14, 2024 through January 13, 2025 in the amount of \$57,948.37.

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the check register was approved.

**ii. Balance Sheet and Income Statement**

A copy of the financials was included in the agenda package.

**D. Field Manager's Report**

Mr. Scheerer: We did have one of the playground apparatus chains break and we got in touch with Brittany with Parkforms and she was very responsive within 24 hours came back out, got authorization to put a shackle connection to reattach the chain. I have no idea how that happened.

I'm monitoring the progress of the new dog park. Do we know when the fencing is going to be completed?

Mr. Forbes: It was supposed to have already been completed. I'm trying to have it done before our walk on Friday.

Mr. Scheerer: We transferred the Phase 1B streetlight meter over. We got an email from Duke or SECO stating that hadn't happened yet, so I verified in the field that there is an electric meter. Usually those costs are associated with the streetlight lease but here, the meters are separate and we pay those directly. We just did 1B by the dog park. Katie with the HOA contacted me about some residents who questioned if any of the parks would have lights in them. It is my understanding they are dawn to dusk parks.

Mr. Forbes stated I'm having a difficult time getting a meter from SECO for the entry sign that will be CDD owned and operated.

**SEVENTH ORDER OF BUSINESS**

**Other Business**

There being no comments, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Supervisor's Requests**

There being no comments, the next item followed.

**NINTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the meeting adjourned at 10:58 a.m.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION V

THIS INSTRUMENT PREPARED  
BY AND RETURN TO:  
Jan Albanese Carpenter, Esq.  
Latham, Luna, Eden & Beaudine, LLP  
Post Office Box 3353  
Orlando, Florida 32802

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**INTERLOCAL AGREEMENT BETWEEN CITY OF CLERMONT, FLORIDA AND  
THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT  
REGARDING THE OPERATION AND MAINTENANCE OF IMPROVEMENTS  
ALONG ROADWAY TRACTS**

**THIS INTERLOCAL AGREEMENT BETWEEN CITY OF CLERMONT, FLORIDA AND THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE OPERATION AND MAINTENANCE OF IMPROVEMENTS ALONG ROADWAY TRACTS** (the “Interlocal Agreement”), dated as of \_\_\_\_\_, 2025, is entered into by and between **City of Clermont, Florida** (the “City”), a municipal corporation of the State of Florida, and the **Wellness Ridge Community Development District** (the “District”), a community development district created pursuant to the provisions of Chapter 190, *Florida Statutes*, with its District Manager being Governmental Management Services – Central Florida, with offices located at 219 E. Livingston Street, Orlando, Florida 32801.

**RECITALS:**

**WHEREAS**, it is in the mutual interest of the City and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District;

**WHEREAS**, Chapter 163, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969” (hereinafter, the “Cooperation Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

**WHEREAS**, the City and the District find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law;

**WHEREAS**, the City and the District desire to exercise jointly their common powers

and authority concerning the cost-effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies;

**WHEREAS**, it is the purpose and intent of this Interlocal Agreement to permit and authorize the City and the District to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and to achieve the results provided for in this Interlocal Agreement pursuant to Section 163.01, *Florida Statutes*, known as the Florida Interlocal Cooperation Act of 1969 (the “Cooperation Act”);

**WHEREAS**, it is the purpose of the Cooperation Act to provide a means by which the City and the District may exercise their respective powers, privileges, and authority which they may have separately, but which pursuant to this Interlocal Agreement and the Cooperation Act they may exercise collectively;

**WHEREAS**, Section 163.01(5)(f) of the Cooperation Act provides that an Interlocal Agreement may contain a method or formula for equitably providing for and allocating and financing capital and operating costs for capital projects on the basis of the amount of benefits received or conferred by each participating government;

**WHEREAS**, to the extent needed, this Interlocal Agreement shall serve as the agreement between the District and a governmental entity required by Section 190.012(g), *Florida Statutes* and Section 190.012(h), *Florida Statutes*;

**WHEREAS**, the District was created by Ordinance No. 2022-018 of the City Council for the City of Clermont, Florida, dated May 10, 2022, pursuant to Chapter 190, *Florida Statutes* (the “Act”), for the purpose of delivering certain community development services and facilities within and outside the boundaries of the District;

**WHEREAS**, under the Act, the District has permission to maintain certain community development services and facilities that are within the District’s jurisdictional boundaries which may be owned by other governmental entities;

**WHEREAS**, the City owns portions of the roadways located within the District as highlighted on the map attached hereto as **Exhibit “A”** (collectively, the “City’s Roadway”);

**WHEREAS**, the City desires to have the District maintain parkways and sidewalks along the City’s Roadway (hereinafter referred to as the “Improvements”);

**[WHEREAS, the City agrees to reimburse the District for the maintenance and operation of the Improvements on the City’s Roadway]; and**

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the District agree as follows:

1. Recitals. The above recitals are true and correct and hereby incorporated into the substantive body of this Interlocal Agreement.

2. Maintenance Responsibilities. The District shall, [at a cost reimbursable by the City to the District], maintain and operate the Improvements. Maintenance of the Improvements shall be performed at a level, intensity and frequency commensurate with other City-owned roadways of a similar nature and type. Following turnover of the maintenance and operations obligations for the Improvements to the City, notwithstanding anything herein, the District shall have the option, but not the obligation, upon prior written notice to the City, to perform the City's maintenance and operations obligations hereunder, at the District's sole cost and expense, at intervals more frequent than the City's regularly scheduled maintenance in order to enhance the aesthetic quality of the Improvements on the City's Roadway. The performance of this additional maintenance by the District shall be completely within the District's sole discretion and shall not relieve or supplant, in any way, the City's obligations, either under this Interlocal Agreement or currently existing, to maintain the Improvements on the City's Roadway.

3. Right of Entry. Subject to the limitations described in paragraph 2 above, the City hereby grants District a right of entry authorizing District to enter upon the City's Roadway, as necessary, to accomplish District's obligations under this Interlocal Agreement.

4. Additional Landscaping or Irrigation. District may, in its sole discretion, submit an engineer's plan to the City describing the potential installation of additional landscaping and/or irrigation within the City's Roadway. City shall, within thirty (30) days of the submittal, either approve the plan, reject the plan or provide a revised plan for District's consideration. District shall have the authority, at its sole cost, to install and maintain additional landscaping and/or irrigation within the City's Roadway, as approved by the City. Once the additional landscaping and/or irrigation is installed, the City and the District shall renegotiate and amend this Interlocal Agreement to delineate the ongoing maintenance/operation responsibilities within the City's Roadway. In the event such additional landscaping and/or irrigation is installed, the District and the City shall also create and agree upon a cooperated maintenance schedule prior to initiating maintenance activities for said additional landscaping and/or irrigation.

5. Term. This Interlocal Agreement may be terminated given 90 day written notice by either the County or the District, pursuant to Paragraph 24 herein. [The cost of service may be updated annually as needed.]

6. Release. The City hereby releases the District, its representatives, agents, employees and elected officials, from any and all liability or claims related to or arising out of this Interlocal Agreement.

7. Priority of City's Roadway. The Improvements within the City's Roadway shall not be maintained or operated in such a manner so as to interfere, in any way, with the ingress and/or egress of the City. It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted by the City, without liability to the District, at any time in the future as determined to be necessary by the City, in its sole discretion.

8. Indemnification. Without waiving the sovereign immunity of both parties, the City agrees that it shall, as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, release, indemnify, and hold the District, its representatives, employees and elected and appointed officials harmless from and against all claims, damages, loss and expenses of any sort, including reasonable attorney's fees and costs including appeals, arising out of or resulting from any tort, intentional action, negligent act or omission of the City, its representatives, employees, agents, contractors, subcontractors, or anyone for whose act or acts any of them may be responsible or liable, occurring in connection with this Agreement. In addition, the District agrees that it shall, as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, release, indemnify, and hold the City, its representatives, employees and elected and appointed officials harmless from and against all claims, damages, loss and expenses of any sort, including reasonable attorney's fees and costs including appeals, arising out of or resulting from any tort, intentional action, negligent act or omission of the District, its representatives, employees, agents, contractors, subcontractors, or anyone for whose act or acts any of them may be responsible or liable, occurring in connection with this Agreement.

9. City Inspection. The City shall have the right, but not the obligation, to inspect the Improvements to determine the sufficiency of the operation and maintenance. If the City determines, within its sole, reasonable discretion, that any portion of said Improvements have not been properly maintained or operated, the City shall notify the District in writing with requested. The District shall have ten (10) business days to make said adjustments, after which time the City may terminate this Interlocal Agreement as provided in paragraph 24 herein.

10. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

If to City:

City of Clermont, Florida

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: City Attorney

If to the District: Wellness Ridge Community Development District  
c/o Governmental Management Services –  
Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attention: George S. Flint, District Manager

With Copy to: Latham, Luna, Eden & Beaudine, LLP  
201 S. Orange Avenue, Suite 1400  
Orlando, Florida 32801  
Attention: Jan Albanese Carpenter, Esq. – District Counsel

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

11. Modification. This Interlocal Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties and recorded in the Public Records of Lake County, Florida.

12. Successors and Assigns. The terms and conditions of this Interlocal Agreement shall constitute covenants running with the land, and all rights and privileges granted herein shall be appurtenant to the lands herein described and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto and shall continue in perpetuity, unless otherwise modified in writing by the parties hereto.

13. Entire Agreement. This Interlocal Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

14. Attorneys' Fees. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties to this Interlocal Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Interlocal Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

15. Relationship Between the parties. The parties acknowledge and agree that the relationship created hereby is solely as a result of and arising from the relationship of District and City as the entities responsible for the operation and maintenance of adjacent properties, respectively. It is not intended hereby, and nothing contained herein shall be construed, to establish any other relationship between the parties. Specifically, nothing contained in this Interlocal

Agreement, nor the relationship between the parties which may arise as a result of the provisions of this Interlocal Agreement, are intended to, or shall be construed as, creating a partnership, joint venture, or other such relationship as between the parties.

16. Section Headings. The section headings as used herein are for convenience of reference only and shall not be deemed to vary the content of this Interlocal Agreement or the covenants, agreements, representations and warranties herein set forth, or limit the provisions or scope of any section herein.

17. Severability. This Interlocal Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Interlocal Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Interlocal Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

18. Recording of Agreement. The City shall be responsible for recording this Interlocal Agreement (including all costs associated therewith) within the Public Records of Lake County, Florida and shall send a copy of said recorded Interlocal Agreement to the District.

19. Counterpart Execution. This Interlocal Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

20. Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be solely in Lake County, Florida.

21. Controlling Laws. The parties to this Interlocal Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations.

22. Legal Counsel. The District and City acknowledge that they have had ample opportunity to seek and consult with independent legal counsel prior to executing this Interlocal Agreement, and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right.

23. Negotiation. The parties to this Interlocal Agreement acknowledge that all terms of this Interlocal Agreement were negotiated at arm's length and that this Interlocal Agreement, and all documents executed in connection herewith, were prepared and executed without undue influence by any party or on any party. Further, this Interlocal Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions or provisions of this Interlocal Agreement in favor of or against any person or party who drafted this Interlocal Agreement.

24. Termination of Agreement. The City and the District retain the right to terminate this Interlocal Agreement without cause upon thirty (30) days notice by notifying the other party in writing of such termination at the addresses listed in Paragraph 10 of this Interlocal Agreement. [Upon termination, the City will reimburse the District for services rendered to date, and the District agrees to transfer any Improvements in its name and/or control to the City by separate instrument.] Upon termination, the District's maintenance and operation obligations of the Improvements shall end.

25. Effective Date. This Interlocal Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court of Lake County, Florida. This Interlocal Agreement shall also be recorded in the public records of the County to become a part of the title history of properties in the District.

[Signature pages to follow]

**CO-SIGNATURE PAGE TO INTERLOCAL AGREEMENT BETWEEN CITY OF  
CLERMONT, FLORIDA AND THE WELLNESS RIDGE COMMUNITY  
DEVELOPMENT DISTRICT REGARDING THE OPERATION AND MAINTENANCE  
OF IMPROVEMENTS ALONG ROADWAY TRACTS**

**IN WITNESS WHEREOF**, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

**ATTEST:**

**CITY OF CLERMONT, FLORIDA**, a  
political subdivision of the State of Florida

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form and legality for the use and  
reliance of City of Clermont, Florida only

\_\_\_\_\_, 2025

By: \_\_\_\_\_  
City Attorney

**STATE OF FLORIDA        )**  
**COUNTY OF LAKE         )**

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_, as the \_\_\_\_\_ and  
\_\_\_\_\_ of City of Clermont, Florida, and who have acknowledged that they executed  
the same on behalf of City of Clermont, Florida and that each was authorized to do so. Each is ☐  
personally known to me or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

**CO-SIGNATURE PAGE TO INTERLOCAL AGREEMENT BETWEEN CITY OF  
CLERMONT, FLORIDA AND THE WELLNESS RIDGE COMMUNITY  
DEVELOPMENT DISTRICT REGARDING THE OPERATION AND MAINTENANCE  
OF IMPROVEMENTS ALONG ROADWAY TRACTS**

**IN WITNESS WHEREOF**, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

**WELLNESS RIDGE COMMUNITY  
DEVELOPMENT DISTRICT**, a Florida  
community development district

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**STATE OF FLORIDA        )**  
**COUNTY OF \_\_\_\_\_ )**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ for the Wellness Ridge Community Development District, who has acknowledged that they executed the same on behalf of the Wellness Ridge Community Development District. Each is ☐ personally known to me or ☐ has produced valid identification.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

**EXHIBIT “A”**

**Map**

*[See attached.]*

## SECTION VI

**WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2023  
(ASSESSMENT AREA ONE)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Wellness Ridge Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), dated as of March 1, 2023, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2023 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 4
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: TraceAir Technologies, Inc.
- (D) Amount Payable: \$10,020.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 16555 & 18926 & 19697 - Gold Scan
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:  
*Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2023 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project; and
- 4. each disbursement represents a Cost of Assessment Area One Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

WELLNESS RIDGE COMMUNITY  
DEVELOPMENT DISTRICT

By: 

Responsible Officer

Date: 4/10/25

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area One Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.



3/24/2025

Consulting Engineer

INVOICE

TraceAir Technologies, Inc

1700 Westlake Ave N Ste 200 PMB

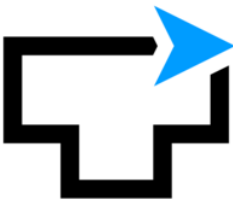
2001

Seattle, WA 98109

billing@traceair.net

+1 (206) 437-4290

traceair.net



Lennar Homes:Governmental Management Services - Central Florida, LLC

Bill to

Governmental Management Services -

Central Florida, LLC

219 East Livingston St

Orlando, FL 32801 USA

Ship to

Wellness Ridge

Invoice details

Invoice no.: 16555  
Terms: Net 30  
Invoice date: 09/30/2024  
Due date: 10/30/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Gold Scan	Project: Wellness Ridge: 9/9/2024	1	\$1,640.00	\$1,640.00

Total

\$1,640.00

Overdue

10/30/2024

INVOICE

TraceAir Technologies, Inc

1700 Westlake Ave N Ste 200 PMB

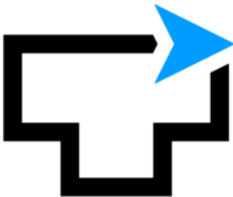
2001

Seattle, WA 98109

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+1 (206) 437-4290

traceair.net



Lennar Homes:Governmental Management Services - Central Florida, LLC

Bill to

Governmental Management Services -

Central Florida, LLC

219 East Livingston St

Orlando, FL 32801 USA

Ship to

Wellness Ridge

Invoice details

Invoice no.: 18926

Terms: Net 30

Invoice date: 12/31/2024

Due date: 01/30/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Gold Scan	Project: Wellness Ridge: 12/5/2024, 12/18/2024	2	\$1,676.00	\$3,352.00

Total

\$3,352.00

Overdue

01/30/2025

INVOICE

TraceAir Technologies, Inc

1700 Westlake Ave N Ste 200 PMB

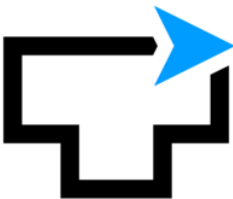
2001

Seattle, WA 98109

billing@traceair.net

+1 (206) 437-4290

traceair.net



Lennar Homes:Governmental Management Services - Central Florida, LLC

Bill to

Governmental Management Services -

Central Florida, LLC

219 East Livingston St

Orlando, FL 32801 USA

Ship to

Wellness Ridge

Invoice details

Invoice no.: 19697  
Terms: Net 30  
Invoice date: 01/31/2025  
Due date: 03/02/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Gold Scan	Project: Wellness Ridge: 1/1/2025, 1/14/2025, 1/28/2025	3	\$1,676.00	\$5,028.00

Total

\$5,028.00

Overdue

03/02/2025

## SECTION VII

# SECTION C

# SECTION 1

*This item will be provided under  
separate cover*

## SECTION 2

*This item will be provided under  
separate cover*